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Contract Database Metadata Elements

Title: **Sands Point, Village of and Sands Point Police Benevolent Association (PBA) (1998)**

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Union: **Sands Point Police Benevolent Association (PBA)**

Local:

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Sands Point, Village Of And Sands
Point Police Benevolent Assn

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AGREEMENT BETWEEN
INCORPORATED VILLAGE OF SANDS POINT
AND
SANDS POINT POLICE BENEVOLENT ASSOCIATION, INC.
JUNE 1, 1998 - MAY 31, 2001

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AGREEMENT made this 1st day of June, 1998, by and between the INCORPORATED VILLAGE OF SANDS POINT, herein designated as "VILLAGE" and the SANDS POINT POLICE BENEVOLENT ASSOCIATION, INC., herein designated as the "ASSOCIATION".

WHEREAS, the ASSOCIATION is the exclusive bargaining agent for all policemen in the Sands Point Police Department which shall include patrolmen and sergeants; and

WHEREAS, the VILLAGE, acting by and through the Board of Trustees acting as Police Commissioners is the employer; and

WHEREAS the VILLAGE and the ASSOCIATION desire to enter into a contract of employment,

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration, the parties agree as follows:

1. MANAGEMENT RIGHTS:

It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency are solely responsibilities of the VILLAGE.

Accordingly, the VILLAGE retains all rights except as they may be specifically modified in this Agreement, including, but not limited to selection and direction of the working forces: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with the Agreement, to assign, promote or transfer; to determine the amount of overtime to be worked, to decide on the number of locations, of facilities, stations, etc., to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials, and to purchase services of others, by contract or otherwise, except as they may be otherwise specifically limited in this Agreement, and to make reasonable and binding rules which shall not be inconsistent with this Agreement.

2. TWELVE HOUR SHIFT AGREEMENT:

The agreement entered into between the Village and the Association dated December 22, 1998, is made a part of this contract, marked Exhibit A. This agreement shall be extended to December 31, 1999. The village will review the effectiveness of this agreement prior to November 1 of each year of this contract and shall decide whether this agreement shall be

extended for another year. In the event the Village does not extend the twelve hour shift agreement, the provisions of that agreement shall become null and void.

3. TERM OF CONTRACT:

The Term of this contract shall be three (3) years, commencing June 1, 1998 and expiring on May 31, 2001.

4. WAGES:

The Salary Schedule for Police Officers hired before June 1, 1995 shall be as follows:

<u>From</u>	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/2000</u>
Start	SEE NEW HIRES	SEE NEW HIRES	SEE NEW HIRES
After 1 Year	SEE NEW HIRES	SEE NEW HIRES	SEE NEW HIRES
After 2 Years	SEE NEW HIRES	SEE NEW HIRES	SEE NEW HIRES
After 3 Years	SEE NEW HIRES	SEE NEW HIRES	SEE NEW HIRES
After 4 Years	63,121	SEE NEW HIRES	SEE NEW HIRES
After 5 Years	68,312	71,386	74,598
Sergeant	81,337	84,997	88,822

The salary schedule for New Officers hired after June 1, 1995 shall be as follows:

<u>From</u>	<u>6/1/98</u>	<u>6/1/99</u>	<u>6/1/2000</u>
Academy Pay	29,260	30,577	31,953
After Seven Months (This becomes the Anniversary Date.)	33,963	35,491	37,088
One Year From Anniversary Date	40,832	42,670	44,590
Two Years From Anniversary Date	47,702	49,849	52,092
Three Years From Anniversary Date	54,572	57,028	59,594
Four Years From Anniversary Date	61,442	64,207	67,096
Five Years From Anniversary Date	68,312	71,386	74,598

(a) In the absence of a sergeant or lieutenant in charge of any tour, the senior officer shall have full responsibility for the tour and shall receive the Sergeant's hourly rate for those hours of the tour worked.

(b) For purposes of pay, in determining the commencement date of the contract year only, the pay period nearest to and following June 1st (the anniversary date of the contract), shall govern increases. For the purpose of computing pay increases, the first pay day in June shall include any increase to be paid for the first day of June. However for the purpose of determining the number of years of service the employee's anniversary date shall be controlling.

(c) Overtime pay will be itemized on each pay stub.

5. LONGEVITY:

In addition to wages set forth on Section 4 an employee shall be entitled to a longevity payment as follows:

	After 7 Yrs. of Service	After 10 Yrs. of Services	After 15 Yrs. of Services	Total After 15 Years
6/1/98	\$850.00	\$1050.00	\$1100.00	\$3000.00
6/1/99	\$850.00	\$1050.00	\$1100.00	\$3000.00
6/1/00	\$950.00	\$1050.00	\$1100.00	\$3100.00

For the sixteenth (16th) year of service and each successive year of service through and including the twenty-fifth (25th) year, an additional fifty dollars (\$50.00) shall be paid per year. Effective June 1, 1999 this payment shall be increased to one hundred (\$100.00) dollars. -

Longevity payments shall become effective on the first day of the next pay period following the employee's anniversary date of such completed service.

6. NIGHT DIFFERENTIAL:

In addition to the wages set forth in Section 4, payable quarterly in the first pay period in the months of June, September, December and March, effective June 1, 1998 police officers and sergeants shall receive THREE THOUSAND THREE HUNDRED DOLLARS (\$3,300.00) per year. Effective June 1, 1999, night differential shall be increased to THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) per year and effective June 1, 2000, said night differential shall be increased to THREE THOUSAND SEVEN HUNDRED DOLLARS (\$3,700.00) per year. All night differential pay shall be made in separate checks.

7. TERMINATION PAY:

Upon separation from service after at least twenty (20) years, for any reason other than cause, or upon death in service of any employee or upon retirement qualifying for either ordinary, job related or accidental disability, under the Retirement and

Social Security Law of the State of New York, such employee or his legal representative, shall be entitled to cash payment for accumulated terminal leave computed on an entitlement basis of five (5) days for each year of completed service in the Sands Point Police Department. Employees may credit against the twenty year service requirement, any time spent in the New York City or any other municipal police department, as a police officer. For all days accumulated prior to January 1, 2000 the daily rate of pay shall be calculated on the basis of a two hundred sixty (260) day work year. For all days accumulated after January 1, 2000 the daily rate shall be calculated on the basis of a two hundred thirty two (232) day work year.

8. SICK TIME:

(a) Each employee shall be entitled to twenty-six (26) paid working days sick time per year. An employee may accumulate sick time at a rate of twenty-six (26) working days per year. An employee or his legal representative is entitled to cash payment for accumulated and unused sick leave to the extent of fifty percent (50%) thereof, but not to exceed a total of two hundred (200) days, upon retirement after 20 years or on death in service or having retired on either ordinary, job related or accidental disability retirement. Effective June 1, 1999 the maximum cash payment under the above formula may not exceed two hundred ten (210) days. Effective June 1, 2000 the maximum cash payment under the above formula may not exceed two hundred and fifteen (215) days. For all days accumulated prior to January 1, 2000 the daily rate of pay shall be calculated on the basis of a two hundred and sixty (260) day work year. For all sick days accumulated after January 1, 2000 the daily rate of pay shall be calculated on the basis of a two hundred and thirty two (232) day work year. Sick leave taken each year shall be deducted from the days accumulated prior to January 1, 2000.

(b) Any employee on sick leave is only required to remain in his residence or place of confinement and may be visited by a supervising officer between the hours of 9:00 AM and 6:00 PM on a day he was regularly scheduled to have a tour of duty. The PBA president agrees to work with the Chief to assure that sick leave is used for actual sickness.

(c) An employee shall be entitled to seven (7) days sick leave for illness in the immediate family which shall be deducted from his regular sick leave.

(d) If an employee reports for work and works four (4) or more hours of his shift before reporting sick, no charge will be made against his accumulated sick leave. If the employee works less than four (4) hours, then a full day will be charged.

(e) Child Birth Leave: Any employee shall be entitled to a three month unpaid leave of absence on the birth of their child; sick leave shall be used for the period of disability in connection with the pregnancy.

(f) Proration of Certain Benefits: A member who is absent from duty for more than ninety (90) calendar days due to sickness or disability of any kind shall not be entitled to night differential, personal days, vacation, holiday pay or sick time. However, upon return to active duty a member shall be entitled to any unused vacation earned prior to the commencement of the period of absence.

9. HOLIDAYS:

In addition to the wages set forth in Section 3, each employee shall receive holiday pay for thirteen (13) holidays at straight time which shall include: New Year's Day, Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Election Day, Thanksgiving, and Christmas. The holiday pay check shall be paid in the first (1st) pay period in December of each year by separate checks. Effective January 1, 2000 the holiday pay shall be calculated on the basis of a two hundred thirty two (232) day work year.

10. RECALL:

Recall shall be defined as any time an employee is directed by an officer in charge to report for duty other than at the commencement of his regularly scheduled tour, except that employees required to continue working beyond the completion of a scheduled tour shall not be considered as being on recall. An employee who is recalled for a regular assignment, a civil or criminal court proceeding, or an administrative hearing, shall be entitled to a minimum recall of four (4) hours at the overtime rate of time and a half. Any time credited on recall to duty shall commence with the employee's arrival at Police Headquarters. According to past practice, at the time of an employee's recall to duty, he is considered to be in the employ of the VILLAGE pursuant to Section 207(c) Municipal Law.

11. STANDBY:

When an employee is ordered to be on standby status, he will be paid for two (2) hours every eight (8) hours of standby time.

12. PERSONAL DAYS:

(a) There shall be five (5) days of personal leave granted to each employee for each calendar year of the contract. Personal days shall, in all instances, be taken only upon forty-eight hours (48) notice to the commanding officer and only when four (4) employees are scheduled for duty on the applicant's shift, except when, in the Chief's discretion, cause exists for the granting of a personal day in situations not mentioned above. Personal days may not be accumulated from year to year. Employees shall apply for personal leave days not earlier than six (6) weeks before a personal leave day. In all instances, the Chief shall approve or deny the personal leave day within three (3) days after receipt. In the event an approved personal leave day is cancelled the employee may, at his option, work the day as a regular work day or charge the day as a personal leave day and receive time and one-half (1-1/2) for the tour worked. This election shall be made before working the tour.

(b) One (1) day shall be added to the personal leave of an employee who has not used any sick leave for one year.

13. LEAVE FOR DEATH OF FAMILY MEMBER:

An employee, on application to the Chief of Police or his designee, shall be granted five (5) consecutive days or tours (including days off) leave of absence, with full pay for days regularly scheduled to work, in case of the death of employee's spouse or child, father, mother, brother, sister, parent-in-law, step-child or step-parent, and one (1) working day leave of absence with full pay to allow employee to attend the funeral of employee's or his spouse's grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, foster-parent, foster-child, half-brother, half-sister, niece, nephew, uncle, aunt or cousin.

14. VACATION:

(a) Employees shall receive vacation time during each calendar year as follows:

1) Employees with less than five (5) years of continuous service shall receive twenty (20) working days of vacation;

2) Employees with five (5) or more years of continuous service shall receive twenty seven (27) working days vacation. Employees hired after February 1, 1987, shall receive twenty-five (25) working days vacation after five (5) years of service. Effective January 1, 2000 employees hired after February 1, 1987 will receive 27 working days of vacation.

(b) Vacations start after normal off-duty time.

(c) Vacations shall be picked according to rank and seniority, with a maximum of two (2) Officers on vacation at any one time. It is understood that slight deviations may sometimes be necessary according to the discretion of the Chief of Police in the normal administration of a Police Department.

(d) Vacations may run January through December at the discretion of the Chief of Police.

(e) Vacations are to be picked within the month of choice to the extent possible as limited by Paragraph 13(c) herein.

(f) Vacations may be split into two (2) periods when an agreed upon split can be arranged with the approval of the Police Chief.

(g) Vacation schedules for the ensuing year will be posted prior to December 15.

(h) Employees who suffer any illness or injury, coinciding with their vacation, may use their sick leave for the remainder of the illness, and have their vacation time adjusted, provided written notice of illness or injury is received by the VILLAGE within seventy-two (72) hours of onset and a doctor's certificate is presented by employee upon first day of return to duty.

(i) In the final year, an officer can take vacation pay in lieu of time.

(j) Upon the Police Chief's approval, a member who requests the right to work up to one week of their vacation each year shall be permitted to do so. Said vacation shall be paid at a straight time in addition to the regular entitlement.

15. UNIFORM AND CLEANING ALLOWANCE:

(a) The practice of supplying uniforms shall be continued. However, the VILLAGE shall have the option of adopting a new uniform replacement procedure, and in the event such new procedure is developed, the VILLAGE agrees to discuss same with the PBA.

(b) The VILLAGE shall continue to provide full cleaning service for clothing worn while on duty, which shall include uniforms, hats and shirts.

16. WORK SCHEDULE:

All employees shall have their schedule rotated as follows: five (5) days on duty, (0700 hours to 1500 hours), a 72 hour swing; five days on duty (1500 hours to 2300 hours), a 72 hour swing; four (4) days on duty (2300 hours to 0700 hours), a 96 hour swing.

17. HOLIDAY PAY:

For an employee who actually works on a day observed as a holiday, his compensation shall be, in addition to his holiday pay set forth in Section 9 at the same rate as overtime pay, to wit: time and one-half. It is further agreed that the employee has the option of taking this extra four (4) hours of compensation time in lieu of pay.

Such time may be accumulated on a calendar year basis to a maximum of sixteen (16) to be taken as either time or pay. Holiday Overtime Pay at time and one-half shall be calculated on the basis of 1856 hours a year.

After sixteen (16) hours, payment or granting of time shall be at the discretion of the Chief of Police in accordance with the manpower needs to administer the police department.

18. OVERTIME:

(a) To be paid time and one-half, overtime is to be construed as meaning continuous assignments that keep a member on duty beyond the relieving hour (0650 AM, 1450 PM and 2250 PM) which will be paid after the first full half-hour for the full hour. Overtime pay shall be calculated on the basis of 1856 hours a year.

19. BASIC WORK WEEK:

Basic work week and tour of duty:

(a) Except as provided in this section, the basic work week for employees shall not be more than forty (40) hours and the basic tour of duty shall be eight (8) hours which includes a forty-five (45) minute meal period.

(b) Once the charts of the tours of duty for all ranks are published, which shall be prior to the commencement of the calendar year, the tours of duty of an employee may be switched without the payment of overtime compensation regardless of the reason for the alteration, provided employee received notice of change of tour at least thirty-six hours before commencement of the changed tour. Otherwise, employee shall be entitled to overtime.

20. GRIEVANCE PROCEDURE:

Section 1. A grievance shall be defined as a dispute arising out of the interpretation, application, performance or construction of the terms of this agreement or any alleged breach thereof including matters of discipline. An employee shall have the right to present a grievance with or without a representative of the PBA, free from interference, coercion, restraint, discrimination or reprisal in the following manner:

Step 1. Within fifteen work days after a grievance occurs, an employee shall present it in writing to the Chief of Police or it will be barred. The Chief of Police shall discuss the grievance with the employee and PBA representative, if any, and make such investigation as he deems appropriate. Within ten work days after presentation of the grievance, the Chief of Police shall give his answer in writing to the employee.

Step 2. If the grievance is not settled in Step 1, the grievance may, within ten work days after the answer in Step 1, be presented in a written statement signed by the employee to the Commissioner of Police. The statement shall set forth the nature of the grievance and the facts relating to it. The Commissioner of Police shall discuss the grievance with the employee and the PBA representative, if any, and shall make such investigation as he deems appropriate. Appeals of notice of discipline will be filed at this Step. Within ten work days after receiving the grievance, the Commissioner of Police shall give a written answer to the employee.

Section 2. Any disposition of a grievance from which no appeal is taken within the time limits specified shall be deemed barred. Failure on the part of the VILLAGE to answer a grievance at any step shall not be deemed acquiescence thereto and the employee may proceed to the next step.

21. ARBITRATION:

Section 1. A grievance which has not been resolved within fifteen work days after completion of Step 2 of the grievance procedure, may be referred to arbitration by the employee, the PBA or the VILLAGE. The arbitration shall be conducted by the American Arbitration Association under its voluntary labor arbitration rules.

Section 2. The expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.

Section 3. The award of the arbitrator shall be final and binding upon the VILLAGE, the PBA and the employees.

Section 4. The arbitrator shall have jurisdiction only over disputes arising out of grievances and shall have no power to add to, subtract from or modify in any way any terms of this agreement.

Section 5. Any disposition of a grievance which is not referred to arbitration within the time limit specified shall be deemed barred.

Section 6. This grievance and arbitration procedure shall take the place of the grievance procedure provided under Article XVI of the General Municipal Law and the disciplinary procedures provided in Section 75 of the Civil Service Law or in any other law.

22. DISCIPLINE:

The VILLAGE has the right to discipline employees for just cause by reprimand, fines, loss of vacation or personal days, suspension without pay, demotion or dismissal except that employees who have not completed twelve months service may be disciplined or discharged by the VILLAGE in its sole discretion without recourse to the grievance and arbitration provisions of this Agreement.

There shall be a sixty (60) day statute of limitations for the VILLAGE to institute disciplinary actions, unless an employee consents to a longer period. The sixty (60) day

period shall begin running from the date the violation is discovered or should have been discovered by reasonable investigation.

The arbitrator in any arbitration involving disciplinary matters has the power to restore to the employee any fine or benefit taken away, reinstate any discharged employee with back pay or remove any written reprimand in the event he finds the discipline imposed was not for just cause. All references to the disciplinary action shall be removed from the personnel folder of the member if the arbitrator determines that no discipline should have been imposed.

23. THE PBA PRESIDENT:

The PBA President or his designee shall receive an additional ten (10) personal leave days per year in order to execute the duties of his office. It is also mutually agreed that these days shall be granted upon reasonable notice and justification to the commanding officer.

24. DENTAL PLAN:

The VILLAGE shall contribute TWELVE THOUSAND DOLLARS (\$12,000.00) for the year 1998-99, THIRTEEN THOUSAND DOLLARS (\$13,000.00) for the year 1999-2000 and FOURTEEN THOUSAND DOLLARS (\$14,000.00) for the year 2000-2001 for a recognized dental plan which provides benefits equal to, but not greater than, those presently provided for, said plan to be administered by the PBA. In no event, however, shall the contribution of the VILLAGE exceed the actual cost for said plan.

25. OPTICAL PLAN:

The VILLAGE will contribute \$60 per officer per year for each officer who joins a qualified optical plan. Details of such plan shall be submitted to the Village Clerk by the PBA.

26. HEALTH INSURANCE:

(a) Hospitalization (including retired members): All members of the department and those who retired after having served twenty (20) years or after having retired on either ordinary, job related or accidental disability, shall have one hundred percent (100%) of their health and hospital insurance paid by the VILLAGE, provided the employee is not receiving hospitalization or similar coverage from the government or has hospital insurance coverage available to him

through other employment. This shall be either individual or family coverage, depending on the member's marital status. In no event shall members who retired before June 1, 1973 have hospitalization paid by the VILLAGE.

(b) In the event that any State plan goes out of existence, the VILLAGE shall be obligated to negotiate over providing alternative coverage and shall still continue to provide health coverage.

27. DEATH BENEFITS:

(a) Guaranteed Ordinary: The VILLAGE, having adopted and filed a resolution as provided by Section 333 of the Retirement and Social Security Law, shall elect to provide that the guaranteed ordinary death benefit shall be three (3) times the compensation earnable by the employee during his last twelve (12) months of service as a member, raised to the next higher multiple of ONE THOUSAND DOLLARS (\$1,000.00) but in no event greater than TWENTY THOUSAND DOLLARS (\$20,000.00) as provided in Section 360-b of the Retirement and Social Security Law.

(b) Line of Duty Death:

1) The family of an employee suffering death in the line or performance of duty shall be entitled to receive the sum of THREE THOUSAND DOLLARS (\$3,000.00) for funeral expenses.

2) The VILLAGE shall continue the adoption of Section 208(b) of the General Municipal Law providing for death benefits for the family of an employee killed in the line or performance of duty.

3) The VILLAGE shall adopt 208(c) of the General Municipal Law providing for the death benefits described in Section 208(b) to be paid to dependent parents in the event that member deceases without a spouse or children.

28. LIFE INSURANCE:

The VILLAGE shall contribute the sum of SIX THOUSAND DOLLARS (\$6,000.00) each year of the agreement toward the purchase of a qualified group life insurance plan covering employees in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). In no event, however, shall the contribution by the VILLAGE exceed the actual

cost for said insurance. The PBA shall be responsible for the selection of the plan and the VILLAGE shall make said payment to the carrier at the beginning of each VILLAGE fiscal year. The employee shall have the right to designate his own beneficiary.

29. PHYSICAL EXAMS:

A physical exam shall be provided every two years at the option of the member by a physician selected by the employee and shall be paid for by the submission of the bill to the employees health insurance plan. This physical examination shall be a full comprehensive physical including EKG. The VILLAGE shall pay any cost not covered by the health insurance policy. It is understood that in the event that an officer is advised that he has an illness which would effect his safety and the performance of his duties, that this diagnosis will be disclosed to the VILLAGE by the police officer.

30. PAYCHECKS:

When possible, paychecks for all employees who are working the 1500 hours to 2300 or the 2300 to 0700 tour shall be made available to them the day before the scheduled payday.

31. DEFERRED COMPENSATION PLAN:

Officers may participate in the Village Deferred Compensation Plan in conformity with the New York State law and regulations.

32. SEPARATION FROM SERVICE (Cash Payment Entitlement):

An employee, whose services are terminated for any reason except cause or his representative, in the event of death, shall be entitled to cash payment of the monetary value of his unused vacation, his personal days, and his accumulated compensatory time. Resignation with charges pending shall be considered termination with cause.

33. EXISTING BENEFIT CLAUSE:

All contractual benefits shall be continued in full force and effect upon the expiration of the contract and until a new contract is agreed upon.

34. CAREER RETIREMENT PLAN:

The VILLAGE shall adopt Section 375 (i) of the Retirement and Social Security Law and notify the New York State Policemen's and Firemen's Retirement System accordingly. The PBA hereby agrees and acknowledges that the provision of that law providing for retirement at age seventy (70) shall be waived, and acknowledge that retirement from the department is mandated, pursuant to this agreement, at age sixty-two (62).

35. AGENCY SHOP:

The VILLAGE shall deduct an agency shop fee from the salary or wages paid each employee in the negotiating unit who have not, within fifteen (15) days of being hired, authorized in writing a deduction of ASSOCIATION dues. This agency shop fee shall be an amount equivalent to the dues levied by the ASSOCIATION, and the VILLAGE shall transmit such amounts to the treasurer of the ASSOCIATION. Such agency shop fee deduction shall commence no later than fifteen (15) days after the employee is hired.

Any person paying such agency shop fee shall receive a refund on proper demand for the amount of such fee which equals the proportionate share of same expended for political, ideological or other activities unrelated to collective bargaining.

The demand for such refund shall be made by written notice, to be sent to the Executive Board of the ASSOCIATION by registered or certified mail at the following address:

Sands Point Police Department
P.O. Box 188
Sands Point, NY 11050

Each year during the month of October, the Executive Board shall consider such demands as were received in the prior twelve (12) months, and shall, within a reasonable time thereafter, provide a refund in each case. The amount of the refund shall be an amount equal to the amount received from the person demanding the refund which was expended for political, ideological or other activities unrelated to collective bargaining during the previous twelve (12) months.

The ASSOCIATION shall supply each person filing such a demand with sufficient information so as to reasonably enable an individual to determine the reasonableness of the sum refunded.

In the event that the person demanding the refund disagrees with the amount due him

and asserts that a greater amount of his agency shop fee was expended for political, ideological or other activities unrelated to collective bargaining than was refunded, such person may file a statement of claim for an additional refund with the Executive Board of the ASSOCIATION.

Upon receipt of such notice the Executive Board shall, within thirty (30) days, forward issue to the Public Employment Relations Board for an impartial determination of the employee's claim. The cost of such determination, including such hearing, disbursements and administrative expenses as the Board shall reasonably determine are necessary to the determination shall be paid for equally by the VILLAGE and by the ASSOCIATION. The determination of such Board shall be subjected to review in the manner provided by law.

The ASSOCIATION agrees to hold the VILLAGE harmless from any and all money damages which the VILLAGE pays as a result of a Court of competent jurisdiction holding the VILLAGE liable for damages on account of compliance with this subdivision.

INCORPORATED VILLAGE OF SANDS POINT

BY: 
LEONARD WURZEL, Mayor

DATE: 4/1/99

**SANDS POINT POLICE BENEVOLENT
ASSOCIATION, INC.**

BY: 
CHRISTINA HOWES, President

DATE: 4/5/99

EXHIBIT A

TWELVE HOUR SHIFT AGREEMENT

Agreement made this 22nd day of December, 1998 by and between INCORPORATED VILLAGE OF SANDS POINT, herein designated as the "VILLAGE", and the SANDS POINT POLICE BENEVOLENT ASSOCIATION, INC., herein designated as the "ASSOCIATION".

WHEREAS, the Village and Association have entered into a collective bargaining agreement covering the period June 1, 1995 through May 31, 1998, and

WHEREAS, both the Village and Association desire to amend Article 16 of the agreement, on a trial basis, to provide for twelve hour shifts of duty, and

WHEREAS, the Village and Association have reached the following agreement to amend the work schedule.

NOW, in mutual consideration of the promises below, it is agreed:

1. Effective January 1, 1997 the monthly work schedule for all employees shall be three (3) days on duty, four (4) days off duty. A tour of duty (or shift) shall consist of twelve hours, to be worked either from 11:00 a.m. to 11:00 p.m. or 11:00 p.m. to 11:00 a.m.. Once each month an employee shall work four (4) days on duty followed by five (5) days off duty. Shifts will rotate every three (3) months, i.e., days to nights or nights to days.
2. The Village shall adopt a twenty-eight (28) day work period in accordance with Section 7 (k) of the Fair Labor Standards Act (29 U.S.C.A. 207 (k)).
3. Turnover time: Each employee shall be credited with twenty (20) hours of turnover time except for those hired prior to February 1, 1987, who will receive twenty-four (24) hours time on January 1, 1999. In addition, those with less than five (5) years service shall receive twenty-four (24) hours.

Turnover time will be used for training or arrests before any remaining time is converted to bonus time after December 31, 1999. This converted time must be used before the end of the next year. If twelve (12) hours remain available, then one twelve (12) hour shift would be granted at the discretion of the Chief. Any remaining time in excess of twelve (12) hours will be used in 2 to 4 hour increments. Unused time will not be accumulated beyond one year.

4. Sick Leave:

- a) Sick Leave accumulated prior to January 1, 1995, shall be converted into hours on the basis of eight hours per accumulated day.
- b) Sick leave shall be changed from twenty-six (26) eight hour shifts (208 hours total) to seventeen (17) twelve hour shifts (204 hours total) per year.
- c) The maximum cash payment for accumulated and unused sick leave pursuant to Section 8(a) of the agreement shall not exceed 1600 hours.
- d) If an employee reports to duty and leaves sick after six (6) hours, no sick day will be charged.
- e) An employee on sick leave shall be required to remain in his/her residence or place of confinement from 9:00 a.m. to 9:00 p.m.
- f) An employee shall be entitled to four (4) days sick leave for illness in the immediate family which shall be deducted from regular sick leave instead of seven (7) days.

5. Vacation Time: Employees hired before February 1, 1987 shall receive eighteen (18) working days vacation. Each employee hired after February 1, 1987 shall receive seventeen (17) working days vacation after five (5) years of service. Employees with less than five (5) years of service shall receive thirteen (13) working days vacation.

6. Holiday Pay: For an employee who actually works on a day observed as a holiday, his compensation shall be, in addition to his holiday pay set forth in Section 9 at the same rate as overtime pay, to wit: time and one-half. It is further agreed that the employee has the option of taking this extra six (6) hours of compensation time in lieu of pay.

Such time may be accumulated on a calendar year basis to a maximum of twenty-four (24) to be taken as either time or pay. Holiday Overtime Pay at time and one-half shall be calculated on the basis of 1856 hours a year.

After twenty-four (24) hours, payment or granting of time shall be at the discretion of the Chief of Police in accordance with the manpower needs to administer the police department.

7. Meals: Employees working a twelve (12) hour tour will be entitled to one forty-five (45) minute meal and one twenty-five (25) minute meal.

8. Tours: Employees shall not work consecutive tours. Employees shall not work more than four (4) tours on four (4) consecutive days. Tours switches may be made subject to the Chief of Police's approval. There will be a minimum of eight (8) hours off between scheduled tours. If overtime results in a scheduled tour beginning less than eight (8) hours after a prior tour, the employee shall be granted the necessary hours off from the beginning of the scheduled tour. Those hours will be deducted from the turnover time bank. When the schedule rotates, if an employee is scheduled to work consecutive tours the employee shall be given one tour off. Those twelve (12) hours shall be deducted from the turnover time bank.

9. Standby: When an employee is ordered to be on standby status, he will be paid for three (3) hours every twelve (12) hours of standby time.
10. Personals: Employees working a twelve (12) hour tour shall be entitled to one fifteen (15) minute personal.
11. Termination Pay: Terminal leave shall be changed from five (5) days to forty (40) hours.
12. Recall: If an employee is recalled to work on his regularly scheduled day off, he will be paid a minimum of six (6) hours at a rate of time and one half (1-1/2) pay.
13. Overtime: When an overtime situation arises due to a short tour, a member who is scheduled to be off that day will be called into work overtime for that tour or overtime may be split between two (2) members working six (6) hours each. Overtime means a continuous assignment that keeps a member on duty beyond the relieving hour (1050 a.m. and 2250 p.m.) which will be paid after the first full half hour for the full hour.
14. Training: Training schedules may result in an adjustment in tours or days off to accommodate training. If a member reports for training for eight (8) hours on his regularly day, he may be required to complete the remaining four (4) hours of that day on patrol.
15. The Association President shall receive seven (7) PBA days per year instead of ten (10) days per year.
16. Except as modified by this agreement, the terms of the current collective bargaining agreement between the parties shall continue in full force and effect.

17. This agreement shall expire on December 31, 1999, and the parties shall return to the procedures in effect prior to adoption of the twelve hour shift agreement, unless this agreement is extended by written agreement of the parties. In the event of scheduling problems the Village reserves the right to cancel this agreement on thirty (30) days notice to the Association.
18. It is the intention and understanding of the parties that this agreement supersedes and modifies the tour limitations set forth in Section 971 of the unconsolidated laws of New York.
19. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Dated: 12/29, 1998
Sands Point, New York

INC. VILLAGE OF SANDS POINT

By: _____

Mayor

SANDS POINT POLICE BENEVOLENT
ASSOCIATION, INC.

By: _____

President